IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUMMONS FOR JUDGMENT NO.600 OF 2005
IN
SUIT NO.1744 OF 2005

Madhusudan (Madhu) Sharma ..Plaintiff.

Vs.

Ajit Gour ..Defendant.

Mr.P.P.Parkar for the Plaintiff.
None for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 24TH JULY, 2007

P.C. :

The suit is filed to recover a sum of Rs.2,57,000/- with interest at 9% per annum from the date of the suit till payment. The learned counsel for the Plaintiff fairly states that after the filing of the suit the Plaintiff has received a further amount of Rs.25,000/- and that the Defendant is entitled to credit for the same. It is ordered accordingly.

2. The suit is based on a writing dated 17.5.2002 by which the Defendant agreed to pay to the Plaintiff a sum of Rs.3,82,000/- on the dates and in the instalments mentioned therein.

3. part-payments have been made. Two cheques in the sum of Rs.100,000/- and Rs.25,000/- have been dishonoured. Subsequently, the payments have been made after the Plaintiff adopted proceedings under Section 138 of the Negotiable Instruments Act.

4. The Plaintiff’s Advocate’s notice demanding payment is dated 19.4.2005. The suit was filed on 16.5.2005. Till that date, there was no reply to the Advocate’s notice. The Defendant has remained absent.

5. It is pertinent to note that in the affidavit in reply the Defendant does not deny the execution of the document at Exhibit "B" to the plaint. He however alleges that the same was signed in blank. It is difficult to accept this contention. There is nothing on record that even remotely indicates that the transaction had not been entered into.

6. In the circumstances, there is no defence to the suit.

7. The Summons for Judgment is made absolute and the suit is decreed as prayed. The Defendant shall however be entitled to credit of Rs.25,000/-.